

11738

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

**TRANSBULK SHIPPING LLC,**

Plaintiff,

**Case No.** 07 CIV 11206

JUDGE BATTIS

- against -

**VERIFIED COMPLAINT**

**M & F CHARTERING (PVT) LTD.,**

Defendant.

-----X

Plaintiff, **TRANSBULK SHIPPING LLC**, (hereinafter “**TRANSBULK**”), by its attorneys, **JUNGE & MELE, LLP**, complaining of the Defendant, **M & F CHARTERING (PVT) LTD.**, (hereinafter “**M & F CHARTERING**”), alleges the following upon information and belief:

1. This is a case of admiralty jurisdiction pursuant to 28 U.S.C. § 1333(1) and a maritime claim within the meaning of Rules 9(h) and 38(e) of the Federal Rules of Civil Procedure.

2. At all times relevant, Plaintiff, **TRANSBULK**, was a foreign business corporation with an office located in Dubai, U.A.E.

3. At all times relevant, Defendant, **M & F CHARTERING**, was a foreign business corporation, with an office located in Karachi, Pakistan.

4. Pursuant to a GENCON form voyage charter party dated at Karachi on April 19, 2006, the vessel, **DUBAI GOLD** (the “Vessel”), was chartered by Plaintiff, **TRANSBULK**, as managers on behalf of vessel owner ECSI Ltd., of Surrey, U.K., to

Defendant, **M & F CHARTERING**, for two voyages during April and May, 2006, for the carriage of 15,000 metric tons of bagged rice during each voyage, on terms and conditions as more fully set forth in said charter party, a true copy of which is annexed hereto as **Exhibit “1.”**

5. Thereafter, Defendant employed said vessel in ocean commerce for the two voyages in question and accrued ocean freight, demurrage, and despatch charges due and owing to Plaintiff, as the vessel manager.

6. On July 15, 2006, after the conclusion of said charter party term, Plaintiff's agent, AST Enterprises Inc., of Dubai, U.A.E., issued a Final Freight Invoice to Defendant which demanded payment for a net amount due Plaintiff totaling \$50,077.16, a true copy of which is annexed hereto as **Exhibit “2.”**

7. During the next 17 months, following numerous demands by Plaintiff, Defendant has failed, ignored and refused to pay its just debt to Plaintiff for the net amount due as stated in said freight invoice.

8. Under clause 42 of Rider to said governing charter party between Plaintiff and Defendant, disputes between them are to be resolved in arbitration in London pursuant to English law, and this proceeding is brought in aid of said arbitration, both contemplated or pending. In that arbitration Plaintiff expects to recover the amount of \$75,000.00, calculated as follows: on the principal claim for unpaid ocean freight, demurrage, and despatch, with interest to date, for an amount of \$60,000; and Plaintiff's legal and other costs in the London arbitration with Defendant of \$15,000.00; as best as said damages can now be estimated.

9. Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but Defendant is believed to have or will have during the pendency of this action, assets within this District consisting of cash, funds, freight, hire, or credits including but not limited to electronic fund transfers in the hands of garnishees in this District, including but not limited to the following:

1. Bank of China
2. HSBC (USA) Bank
3. Bank of New York Mellon
4. Barclay's Bank
5. JPMorgan Chase Bank
6. Wachovia Bank
7. Bank of America, N.A.
8. American Express Bank
9. Citibank, N.A.
10. Standard Chartered Bank
11. UBS, A.G.
12. BNP Paribas
13. Calyon Bank
14. Bank of Commerce
15. Deutsche Bank

WHEREFORE, Plaintiff prays for the following relief:

1. That process in due form of law according to the practice of this Court be issued against Defendant and that Defendant be cited to appear and answer the allegations herein;

2. That, since Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all of the Defendant's tangible or intangible property or any other funds held by garnishees including but not limited to the aforementioned garnishees in the District which are due and owing or otherwise the property of Defendant up to the amount of \$75,000.00, to secure Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in this Verified Complaint.

3. That such property attached pursuant to the Process of Maritime Attachment and Garnishment remain sequestered to serve as security for the payment of Plaintiff's claims as they may be embodied in any award issued out of arbitration in London.

4. That Plaintiff have Judgment against Defendant for any of its property attached in this District up to an amount of \$75,000.00, and that said property be condemned to satisfy any such Judgment; and

5. That Plaintiff have such other and further and different relief as may be just and proper, including judgment against Defendant, along with interest, costs and disbursements as allowable under law.

Dated in the City of New York on December 12, 2007

Respectfully submitted,

JUNGE & MELE, LLP  
*Attorneys for Plaintiff*

/S/ PETER A. JUNGE

---

Peter A. Junge (PJ-0745)  
29 Broadway  
New York, NY 10006  
(212) 269-0061

VERIFICATION

PETER A. JUNGE declares as follows:

1. I am admitted to the bar of this Honorable Court and am a partner in the firm of Junge & Mele, LLP, attorneys for Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officers or directors of whom are within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by Plaintiff.
5. I declare under penalty of perjury that the foregoing is true and correct.

Dated in the City of New York on December 12, 2007


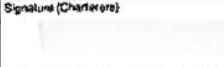
/S/ PETER A. JUNGE

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Peter A. Junge

<b>1. Shipowner</b> <b>BULK SHIPPING AND TRADING (PVT) LTD</b> <b>51, TIMBER POND, KEAMARI, KARACHI.</b>		<b>RECOMMENDED</b> <b>THE BALTIK AND INTERNATIONAL MARITIME COUNCIL</b> <b>UNIFORM GENERAL CHARTER (AS REVISED 1922, 1978 and 1994)</b> <b>(To be used for trades for which no specialty approved for use is in force)</b> <b>CODE NAME: "GENCON"</b>	
<b>3. Owners/Place of business (Cl. 1)</b> <b>ECSI LTD 40 BOX RIDGE AVENUE</b> <b>PURELY SURREY CL8 3AQ UK</b> <b>MANAGERS: TRANSBULK SHIPPING LLC</b> <b>DUBAI.</b>		<b>4. Charterers/Place of business (Cl. 1)</b> <b>M AND F CHARTERING (PVT) LTD.</b> <b>315, 3RD FLOOR GLASS TOWER</b> <b>MAIN CLIFTON ROAD,</b> <b>NEAR PSO HOUSE,</b> <b>KARACHI.</b>	
<b>5. Vessel's name (Cl. 1)</b> <b>MV DUBAI GOLD</b>		<b>6. GT/NT (Cl. 1)</b> <b>16511/6510</b>	
<b>7. DWT all told on summer load line in metric tons (tmt) (Cl. 1)</b> <b>21,760 MT DWAT</b>		<b>8. Present position (Cl. 1)</b> <b>T R A D I N G</b>	
<b>9. Expected ready to load (abt) (Cl. 1)</b> <b>28 APRIL 2006</b>			
<b>10. Loading port or place (Cl. 1)</b> <b>1/2 SB LSP KARACHI</b>		<b>11. Discharging port or place (Cl. 1)</b> <b>1/2 SB LSP UMME QASR IRAQ</b>	
<b>12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "port cargo" (Cl. 1))</b> <b>15000 MT BAGGED RICE, AS SOLE CARGO IN APRIL 2006 DATES</b> <b>15000 MT BAGGED RICE, AS SOLE CARGO IN MAY 2006 DATES</b>			
<b>13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4)</b> <b>USD 33.50 PGMT FIOS FREE DAS UMME</b> <b>QASR DISCHARGE PORT</b>		<b>14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4)</b> <b>SEE RIDER CL 37</b>	
<b>15. State if vessel's cargo handling gear shall not be used (Cl. 5)</b> <b>SEE CL 26</b>		<b>16. Laytime (if separate laytime for load and discharge is agreed fill in a) and b). If total laytime for load and discharge is agreed fill in c) only) (Cl. 6)</b> <b>(a) Laytime for loading</b> <b>SEE CL 19</b> <b>(b) Laytime for discharging</b> <b>SEE CL 19</b> <b>(c) Total laytime for loading and discharging</b> <b>NON REVERSIBLE</b>	
<b>17. Shippers/Place of business (Cl. 6)</b> <b>TBA</b>			
<b>18. Agents (loading) (Cl. 6)</b> <b>BULK SHIPPING &amp; TRADING</b>			
<b>19. Agents (discharging) (Cl. 6)</b> <b>TBA</b>			
<b>20. Demurrage rate and manner payable (loading and discharging) (Cl. 7)</b> <b>USD 6000 PDPR/HDWTSBE</b>		<b>21. Cancelling date (Cl. 8)</b> <b>30 APRIL 2006</b>	
<b>23. Freight Tax (state if for the Owners' account) (Cl. 13 (c))</b> <b>SEE RIDER CL 29</b>		<b>22. General Average to be adjusted at (Cl. 12)</b> <b>SEE RIDER CL 40</b>	
<b>25. Law and Arbitration (state 18 (a), 18 (b) or 18 (c) of Cl. 18; if 18 (c) agreed also state Place of Arbitration) (if not filled in 18 (a) shall apply) (Cl. 15)</b> <b>SEE CL 42</b>		<b>24. Brokerage commission and to whom payable (Cl. 15)</b> <b>TOTAL 3.75%</b>	
<b>(a) State maximum amount for small claims/summary arbitration (Cl. 18)</b> <b>SEE CL 42</b>		<b>26. Additional clauses covering special provisions, if agreed</b> <b>CL 18-42 DEEMED AS PART OF THE CP</b>	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

<b>Signature (Owners)</b> 	<b>Signature (Charterers)</b> 
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C.23

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 The Baltic and International Maritime Council, (BIMCO) Copenhagen



**PART II**  
"Gencon" Charter (As Revised 1922, 1976 and 1994)

14. Agency	See Rider CL35	207
Agency agrees the Commission will appoint the same Agent both in the port and at the		208
loading and the port of discharge.		209
15. Onchorage	See Appendix C of Part 1 Box 20	210
Applicant agrees to provide all the necessary facilities for the storage of the cargo and to		211
maintain the same in good condition at all times.		212
The cargo shall be stored in the port of discharge in the port of		213
discharge in the port of discharge in the port of discharge in the port of		214
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<p>         1941          1942          1943          1944          1945          1946          1947          1948          1949          1950          1951          1952          1953          1954          1955          1956          1957          1958          1959          1960          1961          1962          1963          1964          1965          1966          1967          1968          1969          1970          1971          1972          1973          1974          1975          1976          1977          1978          1979          1980          1981          1982          1983          1984          1985          1986          1987          1988          1989          1990          1991          1992          1993          1994          1995          1996          1997          1998          1999          2000          2001          2002          2003          2004          2005          2006          2007          2008          2009          2010          2011          2012          2013          2014          2015          2016          2017          2018          2019          2020          2021          2022          2023          2024          2025          2026          2027          2028          2029          2030          2031          2032          2033          2034          2035          2036          2037          2038          2039          2040          2041          2042          2043          2044          2045          2046          2047          2048          2049          2050          2051          2052          2053          2054          2055          2056          2057          2058          2059          2060          2061          2062          2063          2064          2065          2066          2067          2068          2069          2070          2071          2072          2073          2074          2075          2076          2077          2078          2079          2080          2081          2082          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       2155          2156          2157          2158          2159          2160          2161          2162          2163          2164          2165          2166          2167          2168          2169          2170          2171          2172          2173          2174          2175          2176          2177          2178          2179          2180          2181          2182          2183          2184          2185          2186          2187          2188          2189          2190          2191          2192          2193          2194          2195          2196          2197          2198          2199          2200          2201          2202          2203          2204          2205          2206          2207          2208          2209          2210          2211          2212          2213          2214          2215          2216          2217          2218          2219          2220          2221          2222          2223          2224          2225          2226          2227          2228          2229          2230          2231          2232          2233          2234          2235          2236          2237          2238          2239          2240          2241          2242          2243          2244          2245          2246          2247          2248          2249          2250          2251          2252          2253          2254          2255          2256          2257          2258          2259          2260          2261          2262          2263          2264          2265          2266          2267          2268          2269          2270          2271          2272          2273          2274          2275          2276          2277          2278          2279          2280          2281          2282          2283          2284          2285          2286          2287          2288          2289          2290          2291          2292          2293          2294          2295          2296          2297   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 C-34  
 Printed and Published by the Government of India, New Delhi, 1964. Price Rs. 1.00. The Government of India, New Delhi, 1964.



**PART II**

**"Gencon" Charter (As Revised 1922, 1976 and 1994)**

14. Agency	SEE MEMO IN ENCL	207
15. Involvement of the District	Not involved. The case was handled by the FBI and the District Attorney's Office.	208
16. References	SEE MEMO IN CP FILE 1 Box 20	210
17. Other	None	211
18. Summary	None	212
19. Comments	None	213
20. Action	None	214
21. Date	None	215
22. Initials	None	216
23. Signature	None	217
24. Title	None	218
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91. Signature	None	285
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95. Signature	None	289
96. Title	None	290
97. Date	None	291
98. Initials	None	292
99. Signature	None	293
100. Title	None	294

[illegible]

(1) The "Wit Risk" (Voyager 1992)	247
(2) For the purpose of this Clause, the words:	248
(a) The "Owners" shall include the shipowner, bareboat charterer,	249
and the vessel owner, who are charged with the	250
management of the Vessel, and the Master, and	251
(b) "Wit Risk" shall include any war (whether actual or threatened),	252
war, civil war, hostilities, revolution, rebellion, civil commotion, warfare	253
of any kind, the looting, piracy, or any other hostile act, or any	254
act of terrorism, act of hostility or malicious damage, blockades	255
or any other impediment to the navigation of the Vessel, or	256
Vessels of certain flag, ownership, or against certain cargoes or crews	257
or certain persons, or any person, ship, territory, or political group,	258
or any combination thereof, which may result in the seizure or	259
judgement of the Master under the Owners, may be dangerous or	260
likely to be or to become dangerous to the Vessel, her cargo, crew or	261
others, or	262
(3) If at any time before the Vessel commences loading, it appears that, in the	263
reasonable judgement of the Master and/or the Owners, performance of	264
the loading of Cargo will be or to become a threat to the safety of	265
the Vessel, her cargo, crew or other persons on board the Vessel in war	266
Risk, the Owners may give notice to the Charterers cancelling all	267
loading of Cargo, and the Charterers shall be bound to accept such	268
notice, and may be liable to expose, the Vessel, her cargo, crew or other	269
persons on board the Vessel to Wit Risk; provided always that if this	270
notice is given to the Charterers, the Charterers shall be bound to	271
within a period of ports, and of the port or ports nominated by the Charterers	272
to the Vessel, her cargo, crew, or other persons on board the Vessel may	273
be exposed to war risk, or to be or to become a threat to the safety of	274
the Vessel, her cargo, crew or other persons on board the Vessel, the	275
first released the Charterers to nominate any other safe port which lies	276
between the port or ports for loading or discharging, and may only cancel	277
the Contract of Charter if the Charterers have nominated each safe	278
port or ports within 48 hours of receipt of notice at such requirement.	279
(4) The Charterers shall not be required to continue to load cargo for any voyage,	280
or any voyage of Ladage, or to proceed to or proceed from any port or	281
place, or to proceed to or proceed to remain at any port or place whatsoever	282
or to proceed to or proceed to remain at any port or place whatsoever	283
or to proceed to or proceed to remain at any port or place whatsoever	284
at any stage of the voyage thereafter before the discharge of the cargo in	285
any port or place, or to proceed to or proceed to remain at any port or	286
place, or to proceed to or proceed to remain at any port or place	287
discharged, that, in the reasonable judgement of the Master and/or the	288
Owners, performance of the loading of Cargo will be or to become a	289
threat to the safety of the Vessel, her cargo, crew or other persons	290
on board the Vessel for any reason or reasons of war, or are likely to be,	291
exposed to war risk, or to be or to become a threat to the safety of	292
the Vessel, her cargo, crew or other persons on board the Vessel, the	293
Charterers shall be liable to expose, the Vessel, her cargo, crew or	294
other persons on board the Vessel to Wit Risk; provided always that if	295
the Charterers give notice to the Owners, the Owners shall be bound	296
to discharge the cargo at any safe port of their choice involving the port	297
of discharge in complete fulfillment of the Contract of Charter. The Owners	298
shall be bound to discharge the cargo at any safe port of their choice	299
involving the port of discharge, and, if the discharge takes place at any port other than	300
the port of loading, or to reduce the full freight as though the cargo had	301
been discharged at the port of loading, or to reduce the full freight as	302
though the cargo had been discharged at the port of loading, or to	303
additional freight which shall be the same percentage of the freight	304
as the Charterers shall be liable to pay for the discharge of the cargo	305
at the port of loading, or to reduce the full freight as though the cargo	306
had been discharged at the port of loading, or to reduce the full freight	307
as though the cargo had been discharged at the port of loading, or to	308
additional freight which shall be the same percentage of the freight	309
as the Charterers shall be liable to pay for the discharge of the cargo	310
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additional freight which shall be the same percentage of the freight	319
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had been discharged at the port of loading, or to reduce the full freight	327
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additional freight which shall be the same percentage of the freight	329
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had been discharged at the port of loading, or to reduce the full freight	332
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additional freight which shall be the same percentage of the freight	334
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had been discharged at the port of loading, or to reduce the full freight	337
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additional freight which shall be the same percentage of the freight	339
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had been discharged at the port of loading, or to reduce the full freight	342
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as the Charterers shall be liable to pay for the discharge of the cargo	345
at the port of loading, or to reduce the full freight as though the cargo	346
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additional freight which shall be the same percentage of the freight	349
as the Charterers shall be liable to pay for the discharge of the cargo	350
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had been discharged at the port of loading, or to reduce the full freight	352
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additional freight which shall be the same percentage of the freight	354
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had been discharged at the port of loading, or to reduce the full freight	357
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additional freight which shall be the same percentage of the freight	359
as the Charterers shall be liable to pay for the discharge of the cargo	360
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had been discharged at the port of loading, or to reduce the full freight	362
as though the cargo had been discharged at the port of loading, or to	363
additional freight which shall be the same percentage of the freight	364
as the Charterers shall be liable to pay for the discharge of the cargo	365
at the port of loading, or to reduce the full freight as though the cargo	366
had been discharged at the port of loading, or to reduce the full freight	367
as though	

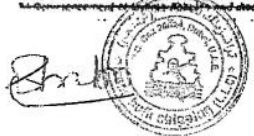
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78.	General Use Class	245
	General heading	246
	Subject headings	247
	General heading	248
	Subject headings	249
	General heading	250
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**PART II**  
**"Gencon" Charter (As Revised 1922, 1976 and 1994)**

- [illegible]





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**RIDER CLAUSES FOR MV. DUBAI GOLD, CHARTER PARTY  
DATED 19<sup>TH</sup> APRIL, 2006 KARACHI**

Clause 18

Vessel's description:

**VESSEL PARTICULARS**

- M.V. DUBAI GOLD (EX. STELINA K)
- MULTIPURPOSE - GEN CARGO TWEEN DECKER / ICE CLASS HIGHEST / LAKES FITTED / BOX TYPE HOLDS WITH CENTER LINE BULK HEAD 4/8 IIII
- IMO NO: 7906954
- FLAG / CLASS : ST. VINCENT / GERMANISHER LLOYD
- BUILT : VEB MATTHIAS THIESSEN WERFT,
- KEEL LAID/DELIVERY : 30.10.81 / 01.06.82
- 21,760 DWAT ON 10.11M SSW
- GRT/NRT : 16,511 / 6,510
- LOA/BEAM / MLD/DEPTH/LBP: 178.00M / 23.00M / 14.00M / 167.40M
- GEAR : 6X25 TONS ELECTRIC CRANES COMBINABLE TO 48 TONS GROSS OVER ALL HATCHES. MAXIMUM OUTREACH OF GEAR : 24M. NOT WORKING AND VSI. TREATED AS GEARLESS - OWNERS TO PROVIDE MIN 2 SHORE CRANES ON THEIR EXPENSE BOTH ENDS
- REGISTERED OWNERS: M/S. POLARIS SHIPPING LTD., ST. VINCENT & THE GRENADINES.

**- GRAIN / BALE CAPACITIES PER HOLD IN CUFT:**

- HOLD NR1	146,558	140,730
- HOLD NR2	245,085	240,082
- HOLD NR3	246,145	241,201
- HOLD NR4	246,569	241,554
<b>TOTAL</b>	<b>884,357</b>	<b>863,567</b>

**- HATCH COVERS:**

WEATHER DECK 4 HO / 8 HA STEEL HATCH COVERS FOLDING TYPE,  
TWEENDECK 4 HO / 6 HA STEEL FOLDING TYPE FULLY RETRACTABLE  
HYDRAULIC OPERATED. FROM EACH TWEEN DECK, 2 PATTOONS THE  
(CENTRE ONES) NEEDS TO BE PLACED ASHORE DURING CARGO  
OPERATIONS.

SIZE (METERS):

HATCH

TWEENDECK



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**RIDER CLAUSES FOR MV. DUBAI GOLD, CHARTER PARTY  
DATED 19<sup>TH</sup> APRIL, 2006 KARACHI**

NO1 P-S	2 x (17.75x8.10-5.70)	--
NO2 P-S	2 x (25.60x8.10)	2 x (25.60x8.10)
NO3 P+S	2 x (25.60x8.10)	2 x (25.60x8.10)
NO4 P-S	2 x (25.60x8.10)	2 x (25.60x8.10)

**- HOLD DIMENSION / FLAT T-TOP DIMENSION**

hold dimensions		flat tank top dimensions	
length	width fore/aft	length	width fore/aft
hld 1 : 27.60	12.50 / 19.20	27.50	4.70 / 19.10
hld 2 : 26.20	19.20	26.20	19.20
hld 3 : 26.20	19.20	26.20	19.20
hld 4 : 26.20	19.20	26.20	19.20 / 17.80

Tweendeck floor dimensions		heights in metres		
length	width	t.top to w.deck	t.top t.deck	t.deck to w.deck
hold 1 no	tween deck	9.00	--	--
hold 2	26.20 8.50x2	12.50	8.60	3.90
hold 3	26.20 8.50x2	12.50	8.60	3.90
hold 4	26.20 8.50x2	12.50	8.60	3.90

**- TANK TOP STRENGTH:**

NO. 1, 2, 3, 4: 8.79 / 25.00 / 25.00 / 25.00 MT/M2

TWEENDECK (2, 3, 4) 3.50 MT/M2

WEATHER DECK AND HATCH COVERS: 1.75 MT/M2

**- SPEED / CONSUMPTION:**

ABT 13.0 KNOTS ON ABT 26 TNS IFO 180 CST PLUS 3 TNS MDO

ABT 14.0 KNOTS ON ABT 28 TNS IFO 180 CST PLUS 3 TNS MDO

ABT 15.0 KNOTS ON ABT 31 TNS IFO 180 CST PLUS 3 TNS MDO

ABT 16.0 KNOTS ON ABT 37 TNS IFO 180 CST PLUS 3 TNS MDO

PORT CONS GEAR WORKING/IDLE 4/2.5 TNS MDO

WHEN VSL MANEUVERING OR IN/OUT PORTS OR NAVIGATING IN  
 CONFINED WATERS / CROSSING CANALS, RIVERS, STRAITS THEN VSL'S  
 MAIN ENGINE IS BURNING MDO. SPEED / CONSUMPTION IS BASED ON  
 FAIR WEATHER BF 4 AND SEA CONDITION MAXIMUM DOUGLAS SEA  
 STATE 3.

**- TANK CAPACITIES:**

FW - 210 M3 (INCL 100.2 DRINKING WATER) / IFO - 1786 M3 / MDO - 365.1 M3



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**RIDER CLAUSES FOR MV. DUBAI GOLD, CHARTER PARTY  
DATED 19<sup>TH</sup> APRIL, 2006 KARACHI**

A.L.I. D.T.L.S. ART AND WOG

Clause 19

- (a) the cargo to be loaded and stowed free of expenses, risks and liability to the vessel at the rate of 1,000 metric tons per weather working day of 24 consecutive hours Sundays and Holidays excluded even if used. (SHEX EIU)  
Time from Saturday noon until 08:00 hrs the following Monday or from noon preceding any local/legal Holiday until 08:00 hrs the next working day not to count even if used.
- (b) The cargo to be discharged at the rate of 1,000 metric tons per weather working day of 24 consecutive hours Fridays and Holidays excluded even if used. (FHEX EIU)  
Time from Thursday noon until 08:00 hrs the following Saturday or from noon preceding any local/legal Holiday until 08:00 hrs the next working day not to count even if used.

Clause 20

- (a) At load and discharge ports Charterers shall pay demurrage, if incurred, at the rate as shown in box 18 per day pro rata for any part of a day, for all time used in excess of the time allowed, based on the principle "Once on demurrage, always on demurrage". Owners to pay dispatch at half the demurrage rate on all working time served both ends. Charterers to ensure the Lab tests/analysis of the cargo at Umme qasr is carried out promptly without delays and lay time during this is to count.

Clause 21

- (a) At loading port vessel to present with all holds clean, dry, free of odor and free of dead or alive insects and in very respect fit and ready to load the cargo. If required, preloading fumigation will be for Owners' account and time will count as lay time. If ship's crew want to go ashore then accommodation to be on Owners' account. Owners to ensure that once cargo fumigated, hatches will be properly battened/sealed for the voyage at Owners' account and time. Fumigation after completion of loading on Charterers' account and time to count.

- (b) Vessel's Master to undertake by written statements that the Vessels' holds/hatches will remain closed (afloat) in accordance with fumigation / Superintendent Company, instructions/warnings. Vessel to do-gas at sea in accordance with Pre shipment Inspection Company instruction, weather permitting.

- (c) Certificate will also be issue by Fumigation Company confirming details of fumigation to be countersigned by the Master / Chief Officer.

Clause 22



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**RIDER CLAUSES FOR MV. DUBAI GOLD, CHARTER PARTY  
DATED 19<sup>TH</sup> APRIL, 2006 KARACHI**

- (a) Master to tender upon arrival, at ports, written N.O.R via cable/radio/telex during local normal working office hours only (Mon-Fri 09:00hrs - 17:00 hrs and Sat 09:00 hrs - 12:00 noon) whether in port or not, whether in berth or not, whether in free pratique or not, whether customs cleared or not. (W/W/W/W)
- (b) Laytime at load / discharge port shall commence at 14:00 hrs same day if n.o.r. is tendered at/or before noon and at 08:00 hrs next working day if n.o.r. tendered afternoon.
- (c) Any time used before commencement of laytime not to count.

**Clause 23**

At load port, vessel's holds to be inspected by Shippers' / Charterers' surveyor. Upon tendering N.O.R., vessel's holds to be clean/dry/swept/free of any residue of previous cargo and is ready in all respect to load Charterers' intended cargo. In case vessel failed on hold inspection, then all time / costs to be for Owners' account and time not to count as laytime until she passes same. Time used, if any, from tendering not to count upto inspection to count as laytime.

**Clause 24**

Opening and closing of the hatches shall be performed by Vessel's crew at both loading and discharging ports. First opening and last closing of the hatches, in each port, not to count as laytime.

**Clause 25**

Shifting from anchorage to first loading berth is for Owners' account and time. In case a second berth is required at load port then shifting expenses will be for owners account and time will count.

**Clause 26**

Vessel to supply steam, electric or electric hydraulic winches and motive power for driving all winches and gears, all necessary falls, slings and runners (as on board) free of expense to the Charterer. Charterers to have free use of vessel's lighting for night work, if required. Shore winchmen and shore cranes (if required) above vessel's declared gear lifting capacity (as described in clause) at load port to be for Charterer's/Shippers' account.

In case Vessel's gear un operable then Owners to hire/provide shore mobile cranes on their expense at Load/Disch ports.

**Clause 27**

Ship side tally to be for Owners' account and shore side tally to be for Charterers.





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**RIDER CLAUSES FOR M.V. DUBAI GOLD, CHARTER PARTY  
DATED 19<sup>TH</sup> APRIL, 2006 KARACHI**

At load port, cargo to be tallied / surveyed by Owners' P&I surveyors and after loading completed all holds/hatches to be sealed by P&I surveyors and to be unsealed at discharging port under supervision of Owners' P&I surveyors, receiver, and stevedores

**Clause 28**

Overtime to be for the party ordering same. If ordered by port authority or any other official entitled body, overtime to be for Charterers'/Shippers'/Receivers' account. Crew and officers overtime to be always for Owners' account.

**Clause 29**

Any taxes/wharfage and/or dues on freight/Vessel/flag to be for Owners' account same on cargo for Charterers' account.

Dep. if any, to be for Charterers' account. Vessel is to be free of Disb costs at Umme qasr which is account Charterers/Receivers.

**Clause 30**

No cargo to be loaded in deep tanks, wing tanks or other inaccessible spaces. The Master to have the liberty of loading in such spaces for the purpose of stability of the Vessels but any extra expenses incurred as well as the corresponding to be for Owners' account.

**Clause 31**

At load port Stevedores, although appointed and paid by Charterers/Shippers shall always be under the direction and control of the Master. If Stevedores fail to comply with Master's instructions, Master shall immediately report the matter in writing to Shippers / Receivers requesting the necessary corrections prior Vessel's sailing. At loading port Shippers / Receivers are prohibited to use hooks. For discharge port Charterers will request Receivers to take extra precautions in case Stevedores do not comply with these conditions. Loading or discharging will be stopped and all time will be in Charterers' account.

**Clause 32**

Stevedores damages, if any to be settled between Stevedores and Owners, with Charterers to assist Owners.

**Clause 33**

Kraft paper for proper stowage or separation, max USD 3,000, to be for Owners' account. If costs are higher then balance of costs to be for Charterers' account. Time for laying to count as laytime.

**Clause 34**



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**RIDER CLAUSES FOR MV. DUBAI GOLD, CHARTER PARTY  
DATED 19<sup>TH</sup> APRIL, 2006 KARACHI**

Charterers/Shippers to provide, free of expenses to the vessel/Owners, two (2) percent empty bags free of freight, for eventual re-bagging at discharging port. Cargo sweeping, and re-bagging, if any to be done by Receives on their time and expenses.

**Clause 35**

Owners to appoint Agents both ends but to be nominated by Charterers. Owners paying customary agency fee and port D/A both ends.  
Subject fair D/A's.

Bulk Shipping to be load port Agents.

**Clause 36**

Owners/master shall give 7/5/4/3/2 days approx notices and 24 hours definite notice of arrival at load port to agents who will, in turn, advise the competent, interested parties.

Whilst at sea Owners to advise Charterers every two days present position/course/speed and ETA next bunkering/discharge port.

**Clause 37**

(a) 98% Freight (less commission/brokerage) payable to Owners within 4 banking days after completion of loading / signing and releasing of required number of clean Bills of Lading marked "Freight payable as per C/P". But always before breaking bulk. Any time lost in waiting for freight at disport to be for Charterers account and time to be counted as lay time or time on demurrage  
Balance 2% together with settlement of demurrage / dispatch to be paid within 15 days after completion of discharging and upon submission of SOF/Time Sheet / etc duly signed/stamped by concerned parties.

(b) Full freight deemed earned upon shipment, discount less and non-refundable. Vessel and/or cargo lost or not lost.

(c) Charterers to deduct from freight commission, brokerage, freight tax (if applicable)

(d) Owners nominated bank:

HABIB BANK AG ZURICH,  
CORPORATE BRANCH  
P.O. BOX 1622, DUBAI, U.A.E.

BENEFICIARY : TRANS BULK SHIPPING L.L.C.  
USD. ACCOUNT NO: 020102-20430-333-239622  
SWIFT : HBZUAEAD

CORRESPONDING BANK : BANK OF NEWYORK,NEWYORK



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**RIDER CLAUSES FOR MV. DUBAI GOLD, CHARTER PARTY  
DATED 19<sup>TH</sup> APRIL, 2006 KARACHI**

SWIFT: IRVTUS3N

ACCOUNT NO.8033380748. OF HABIB BANK AG ZURICH

(e) Clean Mate's Receipt to be signed for each parcel of rice when on board. Master having the right to refuse cargo which is not "clean" and master or Charterers' Agents on his authority to sign "Clean" bills of Lading in accordance therewith according to Mate's Receipt. F.I.O.S. Bill of Lading to be issued Clause "Freight Payable as per C/P" but once freight has been received in Owners' account Owners agree for Bill(s) of lading to be marked "Freight Paid" or "Freight Prepaid".  
All Bills of Lading drafts to be sent to Owners for approval before releasing.

(f) At discharge port, discharging and delivery of cargo to be allowed only against representation of original Bills of Lading. In case original Bills of Lading not available prior Vessel's arrival at discharging port, Owners/Master guarantee/agree to discharge the entire cargo against Charterers simple Letter of Indemnity wording of which as per Owners P&I format and signed by Charterers.

(g) Owners not responsible for cargo quantity. Gross or Net, which to be mentioned in Bills of Lading as said to weight by Shippers. Owners are only responsible for the number of bags loaded (shipped) on board.

Clause 38

Vessel to be fully P&I covered by West of England PNI club.

Clause 39

Second shipment of 15000 mt bagged rice is subjective to mutual agreement by owners and chtrs and reconfirmation by charts with in 24 hours of ows advising eta of val at khi.

Clause 40

Chamber of Shipping war Risk Clause 1 & 2, General Average and New Jason Clause, Both to Blame Collision Clause, Paramount Clause and P & I Bunkering Clause are deemed incorporation and form part of this Charter Party and to be inserted in all Bills of Lading issued hereunder.

Clause 41

Owners guarantee that the Vessel is classed as a general cargo ship (Owners to fax relevant certificate) and Vessel to comply with ISM Code. Vessel to also be compliant under latest ISPS Code (if applicable, from the 1<sup>st</sup> of July 2004).



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**RIDER CLAUSES FOR MV. DUBAI GOLD, CHARTER PARTY  
DATED 19<sup>TH</sup> APRIL, 2006 KARACHI**

**Clause 42**

All dispute arising out of this contract which cannot amicably resolved shall be referred to arbitration in London. Unless the parties agree upon a sole Arbitrator, the reference shall be on final arbitrament of two Arbitrators who shall be members of the London Maritime Arbitrator' Association or otherwise qualified by experience to deal with commercial shipping disputes.

Should the two Arbitrators unable to agree the matter is to be referred to an umpire who is to be appointed jointly by the Arbitrators and his opinion is to be final and binding for both parties.

The contract is governed by English Law and there shall apply to Arbitrators proceeding under this clause terms of the London Maritime Arbitrators' Association current at the time when arbitration proceedings are commenced.

For disputes where the total amount claimed by either party does not exceed USD 25,000 the arbitration shall be conducted in accordance with the small claims proceed of the London Maritime Arbitrators Association.

Any claim must be made in writing and claimant's arbitrator appointed within twelve month of Charter Party date and where this provision is not complied the claim shall be waived and absolutely barred.

**Clause 43**

All terms and conditions of this Charter Party, including freight, to be treated strictly confidential and not to be disclosed to any third party.

For



CHARTERERS

## **AST ENTERPRISES INC**

Regd Off: NE 3/25/13  
SAIF ZONE.  
SHARJAH.  
E mail: [astent@emirates.net.ae](mailto:astent@emirates.net.ae)

P.O.Box 20524,  
DUBAI.  
Fax : 04-3316425

Date : 15/07/06

Inv No: 15/07/06/D.GOLD - VOI

### **FINAL FREIGHT INVOICE**

***M/S M & F CHARTERING PVT LTD.  
KARACHI - PAKISTAN***

***M.V. DUBAI GOLD C/P DTD 19/04/2006 KARACHI - UMMOASSR***

GROSS QTY LOADED : 15,000.00 MT X 33.50 USD PMT FIOS	= 502,500.00 USD
2% BALANCE FREIGHT DUE	= 10,050.00 USD
ADD : DISPORT DEMURRRAGE	= 50,979.16 USD
LESS : LOADPORT DESPATCH	= 10,952.00 USD
NET AMOUNT DUE	<u>50,077.16 USD</u>

(USD. FIFTY THOUSAND SEVENTY SEVEN & CENTS SIXTEEN ONLY.)

KINDLY REMIT THE AMOUNT TO THE FOLLOWING BANK ACCOUNT:

HABIB BANK AG ZURICH ,  
CORPORATE BRANCH,  
P.O.BOX 1622, DUBAI, U.A.E

BENEFICIARY : TRANS BULK SHIPPING L.L.C  
USD.ACCOUNT NO : 020102-20430-333-239622  
SWIFT : HBZUAEAD

CORRESPONDING BANK : BANK OF NEWYORK,NEWYORK  
SWIFT : IRVTUS3N  
ACCOUNT NO. 8033380748, OF HABIB BANK AG ZURICH

FOR AST ENTERPRISES INC.

AUTHORIZED SIGNATORY.



EXHIBIT "2"